

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION

IN RE:

CHAPTER 13

WILBERT T. RICHARDSON, JR.

CASE NO.: 17-83257-CRJ-13

SSN: xxx-xx-9029

TANISHA R. RICHARDSON

SSN: xxx-xx-7415

Debtors,

**DEBTOR'S SUBMISSION OF PRE-CONFIRMATION
AMENDMENT TO CHAPTER 13 BANKRUPTCY PLAN**

COMES NOW the Debtors, WILBERT T. RICHARDSON, JR. and TANISHA R. RICHARDSON, and hereby submit their pre-confirmation amendment to Chapter 13 Plan and as grounds therefore would show as follows:

1. The Debtors are amending their Chapter 13 plan at Part 1 to reflect the request for valuation of security and claim modification.

2. The Debtors are amending their plan at Section 2.1 to provide for payments of \$699.00 per month for 1 month then \$749.00 per month for 59 months.

3. The Debtors are amending their plan at Section 3.1 to adjust the fixed payment on the claim secured by the real property.

4. The Debtors are amending Section 3.2 to reflect the correct value and the amount owed on the claim secured by the vehicle and to adjust the fixed payment.

5. The Debtors are amending Section 3.5 to provide for the surrender of the water treatment system.

6. The Debtors are amending their plan at Section 5.2 to adjust the base balance amount to \$44,890.00.

7. Attached hereto is the Debtor's Amended Chapter 13 Plan which the Debtors pray would be ratified and confirmed by this Honorable Court.

/s/ Wilbert T. Richardson

WILBERT T. RICHARDSON, JR., Debtor

/s/ Tanisha R. Richardson

TANISHA R. RICHARDSON, Debtor

/s/ G. John Dezenberg, Jr.

G. JOHN DEZENBERG, JR.
Attorney for Debtors
908-C North Memorial Parkway
Huntsville, AL 35801
Phone: (256) 533-5097

CERTIFICATE OF SERVICE

I, G. John Dezenberg, Jr., do hereby certify that I have this day served a copy of the above and foregoing instrument, by placing copies of same in the U. S. Mail, postage prepaid and properly addressed to the following:

Hon. Michele T. Hatcher, Trustee
PO Box 2388
Decatur, AL 35602

And to all parties listed on the Debtor's Mailing Matrix as attached hereto.

THIS the 8th day of January, 2018.

/s/ G. John Dezenberg, Jr.

G. JOHN DEZENBERG, JR.

United States Bankruptcy Court
Northern District of Alabama

In re Wilbert T. Richardson, Jr.
Tanisha R. Richardson

Debtor(s)

Case No. 17-83257
Chapter 13

CERTIFICATE OF SERVICE

I hereby certify that on January 8, 2018, a copy of Debtors Amended Chapter 13 Plan was served electronically or by regular United States mail to all interested parties, the Trustee and all creditors listed below and on the attached Mailing Matrix.

Allman Family Medicine

American Family Care

Amsher Collection Services

Credit Collection Services

Fox Collection Center

Franklin Collection Service

Franklin Collection Service

Holloway Credit Solutions

Huntsville Emergency Physicians

Huntsville Hospital

Legends at Oak Grove

Melanie H. Scott, MD

PNC Bank

Preferred Credit

Progressive Insurance

Roundpoint Mortgage Services

Sirote & Permutt, P.C.

US Dept. of Education/GL

Verizon Wireless

Wells Fargo Dealer Services

/s/ G. John Dezenberg, Jr.

G. John Dezenberg, Jr. ASB-3786-R78G
Dezenberg & Smith, P.C.
908-C North Memorial Pkwy
Huntsville, AL 35801
256-533-5097 Fax: 256-533-0068
dezlaw@bellsouth.net

Label Matrix for local noticing
1126-8
Case 17-83257-CRJ13
NORTHERN DISTRICT OF ALABAMA
Decatur
Sun Jan 7 11:26:42 CST 2018

American Family Care
PO Box 830876
Birmingham, AL 35283-0876

U. S. Bankruptcy Court
400 Well Street
P. O. Box 2775
Decatur, AL 35602-2775

Allman Family Medicine
1878 Jeff Rd
Huntsville, AL 35806-4261

Amsher Collection Services
4524 Southlake Parkway, Ste 15
Birmingham, AL 35244-3271

Coosa Valley Medical Center
c/o Franklin Collection Service
PO Box 3910
Tupelo, MS 38803-3910

Credit Collection Services
PO Box 607
Norwood, MA 02062-0607

Fox Collection Center
P.O. Box 528
Goodlettsville, TN 37070-0528

Franklin Collection Service
2978 W. Jackson St.
Tupelo, MS 38801-6731

Holloway Credit Solutions
PO Box 230609
Montgomery, AL 36123-0609

Huntsville Emergency Physicians
PO Box 11407
Birmingham, AL 35246-0100

Huntsville Emergency Physicians Group
c/o Franklin Collection Service
PO Box 3910
Tupelo, MS 38803-3910

Huntsville Hospital
PO Box 2252 Dept #1050
Birmingham, AL 35246-1050

Legends at Oak Grove
5279 Holly Grove Way Apt #523
Knoxville, TN 37918

Melanie H. Scott, MD
204 Lowe Ave SE Ste 8
Huntsville, AL 35801-4254

PNC Bank
2204 Whitesburg Dr. S.
Huntsville, AL 35801-4515

Preferred Credit
628 Roosevelt Rd.
Saint Cloud, MN 56301-4867

Preferred Credit Inc.
PO BOX 1970
Saint Cloud, MN 56302-1970

Progressive Insurance
6300 Wilson Mills Rd.
Cleveland, OH 44143-2182

(p) REPUBLIC FINANCE LLC
1140 ROMA AVE
HAMMOND LA 70403-5464

Roundpoint Mortgage Services
5016 Parkway Plaza Blvd.
Charlotte, NC 28217-1932

Sirote & Permutt, P.C.
PO Box 55727
Birmingham, AL 35255-5727

US Dept. of Education/GL
PO Box 7859
Madison, WI 53707-7859

Verizon
by American InfoSource LP as agent
PO Box 248838
Oklahoma City, OK 73124-8838

Verizon Wireless
P.O. Box 660108
Dallas, TX 75266-0108

Wells Fargo Bank, N.A., d/b/a WFDS
P.O. Box 19657
Irvine, CA 92623-9657

Wells Fargo Dealer Services
P.O. Box 17900
Denver, CO 80217-0900

G. John Dezenberg Jr.
Dezenberg & Smith, PC
908-C N Memorial Parkway
Huntsville, AL 35801-5813

Michele T. Hatcher
Chapter 13 Trustee
P.O. Box 2388
Decatur, AL 35602-2388

Tanisha R. Richardson
115 Amelia Drive
Harvest, AL 35749-3220

Wilbert T. Richardson Jr.
115 Amelia Drive
Harvest, AL 35749-3220

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Republic Finance LLC
1140 Roma Ave
Hammond, LA 70403

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) RoundPoint Mortgage Servicing Corporation	End of Label Matrix
	Mailable recipients 30
	Bypassed recipients 1
	Total 31

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA**

Fill in this information to identify your case:

Debtor 1	Wilbert T. Richardson, Jr.		
	Name: First	Middle	Last
Debtor 2	Tanisha R. Richardson		
(Spouse, if filing)	Name: First	Middle	Last
Case number: (If known)	17-83257		

Check if this is an amended plan

Amends plan dated: 11/10/17

Part(s) amended:

<input checked="" type="checkbox"/> Part 1	<input checked="" type="checkbox"/> Part 5
<input checked="" type="checkbox"/> Part 2	<input type="checkbox"/> Part 6
<input checked="" type="checkbox"/> Part 3	<input type="checkbox"/> Part 8
<input type="checkbox"/> Part 4	<input type="checkbox"/> Part 9

Failure to check a box identifying a Part amended hereby may render that amendment ineffective.

Chapter 13 Plan

Part 1: Notices

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules, administrative orders, and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies. Your failure to check a box that applies renders that provision ineffective.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the confirmation hearing, unless otherwise ordered. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is made. See Bankruptcy Rule 3015. In addition, a proper proof of claim must be filed in order to be paid under this plan.

The following matters may be of particular importance to you. Debtor(s) must check each box that applies. Debtor(s)' failure to check a box that applies renders that provision ineffective.

The plan seeks to limit the amount of a secured claim, as set out in Part 3, § 3.2, which may result in a partial payment or no payment at all to the secured creditor.

The plan requests the avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest as set out in Part 3, § 3.4.

The plan sets out nonstandard provision(s) in Part 9.

Part 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee as follows:

\$699 per Month for **1** months

\$749 per Month for **59** months

Debtor(s) shall commence payments within thirty (30) days of the petition date.

2.2 Regular payments to the trustee will be made from future income in the following manner (check all that apply):

<input type="checkbox"/>	Debtor(s) will make payments pursuant to a payroll deduction. Debtor(s) request a payroll deduction be issued to
<input checked="" type="checkbox"/>	Debtor(s) will make payments directly to the trustee.
<input type="checkbox"/>	Other (specify method of payment)

2.3 Income tax refunds and returns. Check one.

Debtor(s) will retain any income tax refunds received during the plan term.

Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee income tax refunds received during the plan term, if any.

Debtor(s) will treat income refunds as follows:

Debtor(s) believe they are not required to file income tax returns and do not expect to receive tax refunds during the plan term.

2.4 Additional payment (Check all that apply):

None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

2.5 Adequate Protection Payments

Any adequate protection payments shall be made as part of this plan; see Part 3 or Part 9 for details. The secured creditor must file a proof of claim in order to receive payment. Unless otherwise ordered, adequate protection payments through the trustee shall be made as funds are available after the proof of claim is properly filed.

Part 3: Treatment of Secured Claims**3.1 Maintenance of payments and cure of defaults, if any, on long-term secured debts. Check one.**

None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

Debtor(s) or trustee will maintain the current contractual installment payments on the secured claims listed below. These payments will be disbursed either by the trustee or paid directly by Debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee. Unless otherwise ordered, the amounts listed on a proof of claim, amended proof of claim, or notice of payment change control over any contrary amounts listed below as to the estimated amount of creditor's total claim, current installment payment, and arrearage.

Name of Creditor	Collateral	Estimated Amount of Creditor's Total Claim	Current Installment Payment (Including Escrow)	Amount of Arrearage (if any)	Months Included in Arrearage	Monthly Fixed Payment on Arrearage	Monthly Fixed Payment to Begin
Roundpoint Mortgage Services	115 Amelia Dr. Harvest, AL 35749 Madison County	\$270,397.00	\$1,613.00 Disbursed by: <input type="checkbox"/> Trustee <input checked="" type="checkbox"/> Debtor(s)	\$19,272.00	12	\$392.00	

3.2 Request for valuation of security, claim modification, and hearing on valuation. Check one.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.
The rest of § 3.2 will be effective only if the applicable box in Part 1 of this plan is checked.

Debtor(s) request that the court determine the value(s) of the collateral and the amount(s) of the secured claim(s) listed below. For each nongovernmental secured claim listed below, Debtor(s) state that the amount of the secured claim should be the lesser of (a) the amount of the secured claim listed on the creditor's proof of claim and (b) the amount set out in the column headed *Amount of secured claim*. For each listed claim, the amount of the secured claim will be paid in full with interest at the rate stated below. If a non-governmental creditor timely objects to the proposed value of the creditor's collateral or the proposed amount of the creditor's secured claim, the confirmation hearing shall include a valuation hearing pursuant to 11 U.S.C. § 506 and Bankruptcy Rule 3012 unless otherwise ordered. If a non-governmental creditor whose claim is listed below fails to timely object, the creditor shall be deemed to have accepted the amount and treatment of the creditor's secured claim as set forth below.

For non-governmental creditors, unless otherwise provided by this plan or otherwise ordered, the portion of any allowed claim that exceeds the amount of the secured claim listed below will be treated as an unsecured claim under Part 5 of this plan, and, if the amount of a creditor's secured claim is listed below as having a value of zero, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan. For non-governmental creditors, unless otherwise ordered, the amount

of the creditor's total claim listed on the proof of claim or amended claim controls over any contrary amounts listed below, but the amount of that creditor's secured claim, the value of the collateral, and the interest rate are controlled by the plan.

The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien until the earlier of:

(a) payment of the underlying debt determined under non-bankruptcy law, or

(b) discharge under 11 U.S.C. § 1328(a), at which time the lien will terminate and be released by the creditor.

For secured claims of governmental units, unless otherwise ordered, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below.

Name of Creditor	Monthly Adequate Protection Payment	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Amount of Secured Claim	Interest Rate	Monthly Fixed Payment to Creditor	Monthly Fixed Payment to Begin
Wells Fargo Dealer Services	\$132.00	\$15,636.10	2013 Dodge Charger	\$13,225.00	\$13,225.00	5.25%	\$278.00	

3.3 Secured claims excluded from 11 U.S.C. § 506 and fully secured claims. Check one.

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

3.4 Section 522(f) judicial lien and nonpossessory, nonpurchase-money ("Non-PPM") security interest avoidance. Check all that apply.

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

3.5 Surrender of collateral. Check one.

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

Debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. Debtor(s) request that upon confirmation of this plan, the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the surrender of the collateral will be treated in Part 5 below.

Name of Creditor	Collateral
Preferred Credit	Water Treatment System

Part 4: Treatment of Fees and Priority Claims

4.1 General

Trustee's fees will be paid in full. Except as set forth in § 4.5, allowed priority claims also will be paid in full, without interest.

4.2 Chapter 13 case filing fee. Check one.

Debtor(s) intend to pay the Chapter 13 case filing fee through the plan.

Debtor(s) intend to pay the Chapter 13 case filing fee directly to the Clerk of Court.

4.3 Attorney's fees.

The total fee requested by Debtor(s)' attorney is **\$3,250.00**. The amount of the attorney fee paid prepetition is **\$0.00**. The balance of the fee owed to Debtor(s)' attorney is **\$3,250.00**, payable as follows (check one):

\$ at confirmation and \$ per month thereafter until paid in full, or

in accordance with any applicable administrative order regarding fees entered in the division where the case is pending.

4.4 Priority claims other than attorney's fees and domestic support obligations. Check one.

None. If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

4.5 Domestic support obligations. Check one.

None. If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

Part 5: Treatment of Nonpriority Unsecured Claims

5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata.

5.2 Percentage, Base, or Pot Plan. Check one.

100% Repayment Plan. This plan proposes to pay 100% of each allowed nonpriority unsecured claim.
 Percentage Plan. This plan proposes to pay ____% of each allowed nonpriority unsecured claim.
 Pot Plan. This plan proposes to pay \$____ distributed pro rata to holders of allowed nonpriority unsecured claims.
 Base Plan. This plan proposes to pay \$ 44,890.00 to the trustee (plus any tax refunds, lawsuit proceeds, or additional payments pursuant to §§ 2.3 and 2.4). Holders of allowed nonpriority unsecured claims will receive the funds remaining, if any, after disbursements have been made to all other creditors provided for in this plan

5.3 Interest on allowed nonpriority unsecured claims not separately classified. Check one.

None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Maintenance of payments and cure of any default on long-term nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Other separately classified nonpriority unsecured claims. Check one.

None. If "None" is checked, the rest of § 5.5 need not be completed or reproduced.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed, will be treated as specified, and any defaults cured. Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

6.2 The executory contracts and unexpired leases listed below are rejected:

Legends at Oak Grove	Apartment Lease - Reject
Verizon Wireless	Cell Phone Contract - Reject

Part 7: Sequence of Payments

7.1 Unless otherwise ordered, the trustee will make the monthly payments required in Parts 3 through 6 in the sequence of payments set forth in the administrative order for the division in which this case is pending.

Part 8: Vesting of Property of the Estate

8.1 Property of the estate will vest in Debtor(s) (check one):

Upon plan confirmation.
 Upon entry of Discharge

Part 9: Nonstandard Plan Provisions

None. If "None" is checked, the rest of Part 9 need not be completed or reproduced.

Part 10: Signatures:

Signature(s) of Debtor(s) required.

Signature(s) of Debtor(s) (*required*):

/s/ Wilbert T. Richardson, Jr.
Wilbert T. Richardson, Jr.

Date January 8, 2018

/s/ Tanisha R. Richardson
Tanisha R. Richardson

Date January 8, 2018

Signature of Attorney for Debtor(s):

/s/ G. John Dezenberg, Jr.
G. John Dezenberg, Jr. ASB-3786-R78G
908-C North Memorial Pkwy
Huntsville, AL 35801
256-533-5097

Date January 6, 2018

Name/Address/Telephone/Attorney for Debtor(s):

By filing this document, Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) certif(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in this district's Local Form, other than any nonstandard provisions included in Part 9.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

IN RE: Wilbert T. Richardson, Jr.
Tanisha R. Richardson
Debtor.

CASE NO. 17-83257

CERTIFICATE OF SERVICE OF CHAPTER 13 PLAN CONTAINING VALUATION, LIEN AVOIDANCE, § 1301 CO-DEBTOR STAY RELIEF, OR CONTAINING A NON-STANDARD PROVISION REQUIRING RULE 7004 SERVICE

Debtor(s)' chapter 13 plan dated 01/08/2018 (Doc.) (check all that all apply):

seeks to value collateral and cram down one or more secured claims in Part 3.2
 seeks to avoid one or more liens in part 3.4
 requests termination of the § 1301 co-debtor stay in Part 3.5

In accordance with Local Rule 3015-1(c), I certify that the creditors whose claims are affected have been served as follows:

Creditor name and address	Method of service
(If the creditor is an entity other than an Insured Depository Institution ("IDI")*, identify the officer, managing agent, general agent, or other agent authorized to receive process to whose attention service was made. If the entity is an IDI, identify the officer to whose attention service was made via certified mail.)	
+ Wells Fargo Bank, N.A. dba Wells Fargo Dealer Services Kassandra Jaramillo, Bankruptcy Specialist/Claim Signatory PO Box 19657 Irvine, CA 92623-9657	<input type="checkbox"/> First Class Mail <input checked="" type="checkbox"/> Certified Mail No.

*Most IDIs are banks, credit unions, or savings & loan associations.

In accordance with Local Rule 3015-1(c), I certify that the § 1301 co-debtor(s) who are subject to the termination of the § 1301 co-debtor stay have been served via First Class U.S. Mail as follows:

Name and address	Creditor	Collateral
+		
-		

Under penalty of perjury, I declare that the foregoing is true and correct.

January 08, 2018

/s/ G. John Dezenberg, Jr.

Date

Signature of Attorney for Debtor(s) or pro se Debtor(s)

Name/Address/Telephone/Email

G. John Dezenberg, Jr.
Dezenberg & Smith, P.C.
908-C North Memorial Parkway
Huntsville, AL 35801
256-533-5097

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION

IN RE:

WILBERT T. RICHARDSON, JR.
SSN: xxx-xx-9029
TANISHA R. RICHARDSON
SSN: xxx-xx-7415

CASE NO.: 17-83257-CRJ-13
CHAPTER 13

DEBTORS.

AFFIDAVIT IN SUPPORT OF MOTION TO VALUE PERSONAL PROPERTY

STATE OF ALABAMA
COUNTY OF MADISON

Before me, a Notary Public in and for the State of Alabama at Large, did personally appear WILBERT T. RICHARDSON, JR. AND TANISHA R. RICHARDSON, the Debtors in the above-styled cause, and being first made known to me, and being duly sworn by me, did state under oath as follows:

1. Our names are WILBERT T. RICHARDSON, JR. and TANISHA R. RICHARDSON. We are the owners of the 2013 DODGE CHARGER SE in which WELLS FARGO DEALER SERVICES purportedly has a security interest.

2. We offer this affidavit of our opinion of the value of this 2013 DODGE CHARGER SE in support of our Motion To Value Property and Objection to Claim under Rule 9017 Federal Rules Of Bankruptcy Procedure and Rule 43 (e) of the Federal Rules of Civil Procedure.

3. We have owned this 2013 DODGE CHARGER SE for approximately 3 years. We have operated this 2013 DODGE CHARGER SE during the entire time that we have owned it. We have examined the automobile and are familiar with its condition and the condition of its accessories.

4. We have an opinion of the value of this 2013 DODGE CHARGER SE. In our opinion, the fair market value of this 2013 DODGE CHARGER SE was \$11,637.50 on November 1, 2017, the day our Chapter 13 case was filed. Our opinion is based upon our ownership, use and knowledge of the condition of this 2013 DODGE CHARGER SE, and the features or additions thereto. In forming my\our opinion we have also consulted materials, which indicate what similar items of personal property are selling for in my geographical area, such as newspaper ads, shoppers and advertisements by retailers and individuals in classified advertising.

5. We have also consulted the NADA Guide to Used Car Values for the issue dated closest to the filing of our petition in this case, in forming our opinion of the value of this 2013 DODGE CHARGER SE. Although we considered the Guide and it was a factor in the development of our opinion, we did not rely on the guide exclusively in forming our opinion. The "midpoint" value under the NADA Guide to Used Car Values (halfway between trade-in and retail) was \$11,637.50 on the day our Chapter 13 case was filed.

6. We offer as evidence in support of our opinion herein expressed photocopied pages of the November, 2017 edition of the NADA Guide to Used Car Values, reflecting the average trade-in and retail prices for this 2013 DODGE CHARGER SE for the Southeastern United States. We have also attached the page of that edition that reflects the method of reducing or increasing the value based upon high or low mileage. We offer the NADA Guide extracts attached hereto in support of our opinion under Rule 803 (17) of the Federal Rules of Civil Procedure.

DATED THIS 10th day of November, 2017.

/s/ Wilbert T. Richardson, Jr.
WILBERT T. RICHARDSON, JR.

/s/ Tanisha R. Richardson
TANISHA R. RICHARDSON

Sworn to and subscribed before me this 10th day of November, 2017.

/s/ G. John Dezenberg, Jr.
Notary Public

My comm. expires: 11/25/18

NADA VALUATION WORKSHEET

VEHICLE OWNER: Wilbert Richardson

OWNED VEHICLE FOR APPROXIMATELY: 3 years

YEAR: 13 MAKE: Dodge

MODEL: Charger VIN: SE

MONTH AND YEAR OF NADA USED: 11/17

NADA AVERAGE RETAIL: \$ 13,225

NADA AVERAGE TRD-IN: \$ 10,050

NADA "MIDPOINT": \$ 11,637.50

PLUS ADD-ONS:

_____ \$ _____
_____ \$ _____
_____ \$ _____

LESS DEDUCTIONS:

MILEAGE: 69,000 CATEGORY: I II III IV

DEDUCT FOR MILEAGE YES NO

AMOUNT: \$ _____

OTHER DEDUCTIONS:

_____ \$ _____
_____ \$ _____

BANKRUPTCY VALUE: \$ 11,637.50

Rough Trade-in	Average Trade-in	Clean Trade-in	Body Type	Model Number	MSRP	Weight	Clean Loan	Clean Retail	Rough Trade-in
Add 3.6L V6 Engine (Std. R/T)	350	400	Add Navigation System		500	575			2012 CH
Add Aluminum/Alloy Wheels (SE)	325	375	Add Power Seat (SE)		275	325			5625
Add Certified Pre-Owned		675	Add Power Sunroof		600	675			7400
Add Leather Seats (Std. R/T)	525	600	Ded W/out Power Seat (SXT)		275	275			8800
2013 CHARGER-V8							Mileage Class: III		9575
6650 7925 8975	Sedan 4D Police (V6)		DXAG	29970	4039	8100	10850		8800
8700 10050 11175	Sedan 4D SE (V6)		DXBG	25795	3961	10075	13225		10625
10500 11925 13100	Sedan 4D SE (AWD, V6)		DXFG	29395	4151	11800	15300		12300
10325 11750 12925	Sedan 4D SXT (V6)		DXHG	28595	3996	11650	15100		19650
11325 12775 13975	Sedan 4D SXT (AWD, V6)		DXJG	31095	4151	12600	16225		17625
10650 12075 13250	Sedan 4D Police		DXAT	32200	4271	11925	15450		
12450 13950 15175	Sedan 4D R/T		DXCT	29995	4253	13675	17500	Add Ra	
14025 15550 16825	Sedan 4D R/T Daytona		DXDT	32990	4253	15150	19225	Add Ro	
13925 15450 16725	Sedan 4D R/T (AWD)		DXEJ	44995	4365	23100	28400	Add Alp	
22525 24250 25650	Sedan 4D SRT-8		DXGJ	41775	4365	20475	25400	Add Alu	
19700 21375 22750	Sedan 4D SRT-8 Super Bee							Add Be	
	Trade-in	Loan	Retail		Trade-in	Loan	Retail		
Add Blacktop Pkg. (SXT, R/T)	800	900	Add Certified Pre-Owned				1125		2012 CH
Add Rallye Pkg. (SXT)	800	900	Add Harman Kardon Stereo				700	800	9050
Add Road & Track Pkg. (R/T, Daytona)	1800	2000	Add Leather Seats (Ex. Road & Track, SRT-8)				600	675	12850
Add Alpine Stereo (Bee)	400	450	Add Navigation (Ex. SRT-8)				550	625	19800
Add Alum/Alloy Wheels (Police)	375	425	Add Power Sunroof				650	725	
Add Beats Audio System (Std. Daytona, Rallye)	600	675							
2013 CHALLENGER-V8-6 Spd./AT							Mileage Class: III		
10075 11500 12675	Coupe 2D SXT (V6)		DYA	25495	3834	11425	14150		2011 CAL
14050 15575 16850	Coupe 2D R/T		DYB	29995	4082	15175	18550		1875
19625 21275 22650	Coupe 2D SRT-8 Core		DYD	38995	4160	20400	23900		3000
21275 22975 24375	Coupe 2D SRT-8		DYC	43425	4160	21950	26700		2800
	Trade-in	Loan	Retail		Trade-in	Loan	Retail		3250
Add Super Sport Pkg. (SXT)	1100	1225	Add Harman Kardon Stereo				400	450	3525
Add Boston Acoustics Stereo (SXT, SRT Core)	400	450	Add Leather Seats (Ex. SRT-8)				600	675	
Add Certified Pre-Owned		1325	Add Navigation System				550	625	Add 2.4L
			Add Power Sunroof				650	725	Add Alun
									Add Bos
2012 CALIBER-4 Cyl.							Mileage Class: II		(Std.)
2725 3575 4275	Wagon 4D SE (5 Spd.)		DWB	17380	2940	3850	6500		Add Leaf
3675 4600 5350	Wagon 4D SXT		DWD	18765	3012	4825	7750		
3850 4800 5575	Wagon 4D SXT Plus		DWE	18730	3012	5025	8000		2011 AVE
4325 5300 6100	Wagon 4D Uptown		DWF	21280	3012	5500	8575		2825
4550 5525 6325	Wagon 4D Rush		DWH	20515	3104	5700	8825		3175
	Trade-in	Loan	Retail		Trade-in	Loan	Retail		3325
Add 2.4L 4 Cyl. Engine (Uptown)	250	300	Add Leather Seats (Std. Uptown)				500	575	4150
Add Aluminum/Alloy Wheels (SE)	325	375	Add Navigation System				425	475	
Add Boston Acoustics Stereo (Std. Uptown, Rush)	300	350	Add Power Sunroof				525	600	Add 3.6L
Add Certified Pre-Owned		600	Ded W/out AT (Ex. SE)				250	300	Add Alum
							500	500	Add Bos
									Add Navi
2012 AVENGER-4 Cyl.							Mileage Class: I		
3425 4325 5075	Sedan 4D SE		DZA	18995	3400	4575	7425		2011 CHA
3825 4750 5500	Sedan 4D SXT		DZC	21495	N/A	4950	7900		4575
4675 5650 6450	Sedan 4D Lux		DZD	25865	3400	5825	8975		6675
4950 5950 6775	Sedan 4D SXT Plus (V6)		DZE	23995	3607	6100	9325		6700
5700 6750 7600	Sedan 4D R/T (V6)		DZB	25995	N/A	6850	10250		9775
	Trade-in	Loan	Retail		Trade-in	Loan	Retail		11200
Add 3.6L V6 Eng. (SE, Lux)	350	400	Add Navigation System				425	475	
Add Aluminum/Alloy Wheels (SE)	325	375	Add Power Seat (SE)				250	300	Add Rally
		325	Add Power Sunroof				525	600	Add Road

LEAGE TABLE

BE ADJUSTED FROM BASE GUIDEBOOK VALUES

	2015	2014	2013	2012	2011	2010
2425	3150	3775	4275	4600	4700	
1225	4150	5000	5675	6125	6275	
925	5050	6050	6825	7325	7475	
850	7575	9100	10325	11150	11450	
250	10650	12750	14425	15550	15950	
75	2750	3375	3875	4200	4325	
25	3650	4475	5125	5575	5775	
50	4450	5425	6200	6700	6900	
75	6650	8125	9350	10175	10550	
25	9350	11425	13100	14225	14700	
25	2400	3000	3500	3825	3975	
10	3175	3975	4625	5075	5300	
0	5775	7225	8425	9275	9675	
0	8125	10150	11800	12950	13500	
1	2050	2650	3125	3475	3650	
1	2700	3500	4150	4625	4850	
1	3300	4250	5025	5550	5825	
1	4925	6350	7550	8400	8850	
1	6950	8950	10600	11775	12375	
1	1725	2300	2775	3150	3325	
1	2275	3050	3675	4175	4425	
1	2775	3700	4475	5025	5325	
1	4125	5525	6725	7575	8075	
1	5850	7800	9450	10625	11300	
1	1425	1975	2450	2825	3025	
1	1850	2625	3250	3725	4025	
1	2275	3200	3950	4525	4825	
1	3375	4750	5925	6800	7325	
1	4800	6725	8350	9550	10275	
1	1125	1675	2150	2525	2750	
1	1475	2200	2850	3325	3625	
1	1800	2700	3475	4050	4375	
1	2675	4025	5175	6075	6625	
1	3800	5675	7300	8525	9300	
1	825	1375	1850	2225	2475	
1	1100	1825	2450	2950	3275	
1	1350	2250	3000	3575	3950	
1	2000	3325	4475	5375	5950	
1	2850	4700	6325	7575	8375	
1	575	1125	1575	1950	2200	
1	750	1475	2100	2600	2925	
1	925	1800	2550	3150	3550	
1	375	2675	3800	4725	5325	
1	950	3775	5375	6650	7500	
1	25	850	1325	1700	1950	
1	25	1125	1750	2250	2600	
1	25	1375	2125	2750	3150	
1	50	2050	3175	4100	4725	
1	75	2900	4500	5775	6675	

IT EXCEED 50% OF TRADE-IN VALUE
IT EXCEED 40% OF TRADE-IN VALUE

MILEAGE TABLE

VALUES SHOWN BELOW TO BE ADJUSTED FROM BASE GUIDEBOOK VALUES

MILEAGE	CLASS	2017	2016	2015	2014	2013	2012	2011	2010
50001	I	-1825	-1125	-500		600	1075	1450	1725
	II	-2400	-1475	-650		800	1425	1925	2300
	III	-3000	-1850	-800		975	1750	2350	2775
	IV	-4375	-2700	-1200		1450	2575	3500	4175
	V	-6250	-3850	-1700		2075	3650	4950	5875
55001	I	-2075	-1375	-725	-150	375	850	1225	1500
	II	-2725	-1800	-975	-200	500	1100	1625	2000
	III	-3400	-2225	-1200	-250	600	1350	1975	2425
	IV	-4950	-3250	-1750	-350	900	2025	2950	3625
	V	-7075	-4650	-2500	-500	1275	2850	4175	5125
60001	I	-2325	-1600	-975	-375	150	625	1000	1300
	II	-3025	-2100	-1275	-475	200	825	1325	1725
	III	-3775	-2625	-1575	-600	250	1000	1625	2100
	IV	-5500	-3825	-2300	-875	375	1475	2425	3125
	V	-7875	-5450	-3275	-1250	525	2100	3425	4425
65001	I	-2550	-1825	-1200	-575	400	800	1100	
	II	-3325	-2400	-1550	-775	550	1050	1450	
	III	-4175	-3000	-1950	-950	675	1300	1775	
	IV	-6050	-4375	-2825	-1400	975	1925	2650	
	V	-8675	-6250	-4050	-2000	1400	2725	3750	
70001	I	-2775	-2075	-1400	-800	250	225	600	925
	II	-3625	-2700	-1850	-1050	325	275	800	1200
	III	-4550	-3375	-2300	-1300	400	350	975	1475
	IV	-6600	-4900	-3350	-1900	600	500	1450	2200
	V	-9450	-7025	-4800	-2725	850	725	2075	3125
75001	I	-3000	-2275	-1625	-1000	450	425	750	
	II	-3925	-3000	-2125	-1325	600	550	975	
	III	-4925	-3725	-2650	-1650	725	675	1200	
	IV	-7125	-5425	-3875	-2400	1075	1025	1775	
	V	-10225	-7775	-5525	-3425	1525	1450	2525	
80001	I	-3225	-2500	-1825	-1200	650	550	750	
	II	-4225	-3275	-2400	-1575	850	700	1200	
	III	-5275	-4100	-3000	-1975	1050	800	1250	
	IV	-7650	-5950	-4375	-2875	1525	1000	1375	
	V	-11000	-8525	-6250	-4100	2175	1525	850	1950
85001	I	-3450	-2725	-2050	-1400	825	725	425	
	II	-4500	-3550	-2675	-1850	1075	925	125	
	III	-5650	-4450	-3350	-2300	1350	125	675	
	IV	-8175	-6450	-4850	-3350	1975	200	1000	
	V	-11750	-9250	-6950	-4775	2825	1100	300	1425
90001	I	-3650	-2925	-2250	-1600	1000	500	275	
	II	-4775	-3825	-2925	-2100	1325	650	350	
	III	-6000	-4800	-3675	-2600	1650	800	425	
	IV	-8675	-6950	-5325	-3800	2400	1175	650	
	V	-12475	-9975	-7650	-5450	3425	1675	900	
95001	I	-3875	-3125	-2450	-1775	1175	650	225	
	II	-5050	-4100	-3200	-2325	1550	875	300	
	III	-6350	-5125	-4000	-2925	1925	1075	350	
	IV	-9175	-7425	-5800	-4225	2825	1575	525	
	V	-13200	-10675	-8325	-6075	4050	2250	750	425
100000	I	-4000	-3375	-2700	-2000	1375	875	375	
	II	-5125	-4375	-3500	-2725	1625	1075	400	
	III	-6450	-5625	-4500	-3675	2125	1425	500	
	IV	-9375	-7625	-6450	-5625	3125	1975	625	
	V	-13400	-10875	-8525	-6750	4425	2525	750	

ADDITION FOR LOWER MILEAGE SHOULD NOT EXCEED 50% OF TRADE-IN VALUE
DEDUCTION FOR HIGHER MILEAGE SHOULD NOT EXCEED 40% OF TRADE-IN VALUE